

# Tribal Council Resolutions

## Museum board

**Whereas** the Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon has chartered The Museum At Warm Springs; and,

**Whereas** Article IV, Section 2., Classification and Term of Office and Section 3., Appointment, The Museum Charter provides for the appointment by the Tribal Council of members of the Board from among the membership of the Board of Regents of The Museum; now, therefore,

**Be it resolved**, in compliance with the Charter, by the Tribal Council of the Confederated Tribes of the Warm Springs reservation of Oregon, pursuant to Article V, Section I) of the Constitution, that the following persons be appointed or reappointed to the Board of Directors of The Museum At Warm Springs with terms expiring January 1, 2016:

Class III:

Tribal Member: Beulah Tsumpti

Tribal Member (or Non-Tribal Member): Patricia Creelman

Non-Tribal Member: Douglas Goe

Term expires: January 1, 2016

(Resolution No. 11,728.)

## Credit board

**Whereas** the Confederated Tribes of the Warm Springs Reservation has chartered the Credit Enterprise at Warm Springs; and,

**Whereas** Article IV of the Credit Charter provides for the appointment by the Tribal Council for members of the Board; now, therefore,

**Be it resolved** by the 25<sup>th</sup> Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article V, Section 1 (s) of the constitution and By-Laws, that the following person be appointed to the Board of Directors of Warm Springs Credit Enterprise with the term as indicated;

CLASS I

Sandra Greene Tribal Member Term Ends: January 1, 2016

Sytje Williams Non-Member Term Ends: January 1, 2016 (Resolution No. 11,726.)

## K-8 School funding

**Whereas**, Pursuant to a Tribal Referendum approved on July 10, 2012 and Jefferson County School District No. 509-J ("School District") bond levy election approved on May 15, 2012, the Tribe and the School District are proceeding forward in a joint and cooperative effort to construct a new K-8

Warm Springs Elementary School ("Project"); and,

**Whereas** the Tribal Referendum authorized the Tribe to contribute a principal amount not to exceed \$10,736,300 to fund one-half of the Project ("Tribal Contribution"), and to borrow funds as necessary on terms acceptable to the Tribal Council; and,

**Whereas** the Tribe is currently in the process of negotiating with the United States Department of Agriculture's Rural Development Program ("USDA") for a loan on favorable terms to fund all or part of the Tribal Contribution and to guarantee interim financing; and,

**Whereas** the USDA has indicated that in order to qualify for the USDA RD loan program, the Tribe may only borrow any funds that it does not currently have available to contribute to the Project; and,

**Whereas** the USDA has further indicated that the Tribe does not have adequate security to support a loan for the entire amount of the Tribal Contribution; and,

**Whereas** the Tribal Council believes that in order to carry out the Tribal Referendum and to qualify for a loan for a portion of the Tribal Contribution in an amount currently estimated at \$6,854,269, which would be supported by sufficient security to satisfy USDA requirements, it is necessary to reallocate a portion of the funds allocated to the Economic Stewardship Initiative per Resolution No. 11,409; now, therefore,

**Be it resolved** by the 25<sup>th</sup> Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article V, Section 1(f), (l), and (u), of the Tribal Constitution and By-Laws, that the Tribal Council hereby redirects to the Project \$3,500,000 of the funds allocated to the Economic Stewardship Initiative per Resolution No. 11,409. (Resolution No. 11,723.)

## For Judge in Trust case

**Whereas** the Confederated Tribes of the Warm Springs Reservation of Oregon ("Tribe") is a federally recognized Indian tribe, and a signatory to the Treaty with the Tribes of Middle Oregon, June 25, 1855, 12 Stat. 963 ("1855 Treaty"); and,

**Whereas** the Tribe is aware, and understands, that the United States Court of Appeals for the Ninth Circuit is nominating the Honorable Edward J. Leavy, Senior Judge, for the 2013 Devitt Distinguished Service to Justice Award ("Devitt Award"); and,

**Whereas** the Tribe further understands that the Devitt Award is a national award that honors Article III federal judges from throughout the United States whose careers have been exemplary, measured by their significant contributions to the administration of justice, the ad-

vancement of the rule of law, and the improvement of society as a whole; and,

**Whereas** the Tribe wishes to formally endorse and support the Ninth Circuit's nomination of Judge Leavy, and to authorize the Chairman to prepare and send a letter on behalf of the Tribe in support thereof; and,

**Whereas**, for more than a decade, Judge Leavy has presided over multiple mediations and ADR processes involving the Tribe and the United States and various federal officials; and,

**Whereas**, during each of those matters, Judge Leavy worked tirelessly to assist the parties reach a compromise, which often involved addressing such fundamental issues as the Tribe's sovereignty, the United States trust duties that it owes to the Tribe, and future government-to-government relations between the parties; and,

**Whereas**, importantly, Judge Leavy served as ADR judge in the Tribe's trust mismanagement lawsuit against the United States; and,

**Whereas** the Tribe's trust case focused on the core of its trust relationship with the United States and raised claims that reached back many decades; and,

**Whereas** in 2004, the Tribe and the United States commenced their ADR with Judge Leavy; and,

**Whereas**, with Judge Leavy's guidance, the parties settled the Tribe's claims in two phases; the parties reached the first settlement in 2006 and the second in January 2009; and,

**Whereas**, in sum, Judge Leavy's service as a mediator/ADR judge for the Tribe has significantly contributed to the administration of justice, the advancement of the rule of law, and the improvement of society as a whole assisting the Tribe and the United States resolve longstanding issues in a joint, cooperative, amicable manner, that among other things, recognizes and respects the parties' sovereignty and culture and helps establish a foundation for a better relationship; now, therefore,

**Be it resolved** by the 25<sup>th</sup> Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article V, Section 1(d), of the Tribal Constitution and By-Laws, that the Tribe endorses and supports the Ninth Circuit's nomination of Judge Leavy for the 2013 Devitt Award and that the Chairman, or designee, is authorized to prepare and send a letter, Exhibit "A", on behalf of the Tribe to the Devitt Distinguished Service to Justice Award, c/o American Judicature Society, The Opperman Center at Drake University, 2700 University Avenue, Des Moines, IA 50311, in support thereof. (Resolution No. 11,729.)

## K-8 school lease

**Whereas** Pursuant to a Tribal Referendum approved on July 10, 2012 and a

Jefferson County School District No. 509J ("School District") bond levy election approved on May 15, 2012, the Tribe and the School District are proceeding forward in a joint and cooperative effort to construct a new K-8 Warm Springs Elementary School ("Project"); and,

**Whereas** the Tribe considered a number of locations for the Project, and, after weighing a number of factors, including topography, size, potential user conflicts, infrastructure, environmental impacts, and accessibility, the Tribe chose a 36 acre site, more or less, in the Greely Heights neighborhood, Exhibit "A" ("Project Site"); and,

**Whereas** the Project Site is located in a community zone and has been approved for educational use via Resource Management Interdisciplinary Team ("RMIDT") Resolution No. 2009-917-C, dated September 17, 2009; and,

**Whereas** Construction of the Project on the Project Site otherwise conforms with the laws of the Tribe; and,

**Whereas** the Tribe and the School District have developed a Lease Agreement for the development and use of the Project Site for educational purposes, a near final draft of which is Exhibit "B"; and,

**Whereas** the Tribe has agreed to waive monetary compensation under the Lease Agreement for the Tribe's ownership interests in the Project Site for the duration of the lease term, and that the Tribe consequently desires to waive periodic review and adjustment thereof; and,

**Whereas** the Tribal Council believes that waiver of monetary compensation under the Lease Agreement for tribal trust lands, and waiver of periodic review and adjustment of compensation, is in the best interest of the Tribe so as to maximize available School District funds to operate and improve the Project and to improve educational services to children on the Reservation; and,

**Whereas** a portion of the Project Site consists of allotted land, specifically Allotment No. 332, equal to or greater than 75% of which is held in trust for the Tribe; and,

**Whereas** the BIA may approve the Lease Agreement on behalf of the individual minority owners of Allotment No. 332 per the requirements of the Indian Land Consolidation Act; and,

**Whereas** the District has agreed to pay fair market rental value, as readjusted on a periodic basis per the term of the Lease Agreement, to the individual minority owners of Allotment No. 332; and,

**Whereas** the Tribe, the BIA, and the USDA are in the process of completing the environmental review and assessment process required by the National Environmental Policy Act (for USDA and BIA) and the Integrated Resources Management Plan ("IRMP") (for Tribe); and,

**Whereas** the Tribal Council believes that the creation and submission of a restora-

tion and reclamation plan is not appropriate in light of the purpose of the Project, the Tribe's involvement in the construction of the Project, and the term of the Lease Agreement; and,

**Whereas** the Tribal Council further believes that imposition of a performance or completion bond is not appropriate in light of the purpose of the Project; and,

**Whereas** the Tribal Council recognizes that to fully effectuate the terms of the Lease Agreement, it is necessary for the Tribe to provide a limited waiver of the Tribe's sovereign immunity with respect to the terms of the Lease Agreement in compliance with Warm Springs Tribal Code Chapter 30; now, therefore,

**Be it resolved** by the 25<sup>th</sup> Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article V, Section 1 (a), (c), (f), (l), (n), and (u), of the Tribal Constitution and By-Laws, that the Tribal Council hereby consents to, approves and authorizes the lease of the Project Site to the School District upon terms and conditions consistent with those set forth in the draft Lease Agreement attached as Exhibit "B"; and,

**Be it further resolved** that the Tribal Council directs the Secretary-Treasurer/CEO to finalize and execute the Lease Agreement attached as Exhibit "B" upon the approval of the Project on the Project Site by the RMIDT under the IRMP, and to execute a limited waiver of sovereign immunity for the Lease Agreement substantially similar to the waiver of sovereign immunity contained in the draft Lease Agreement attached as Exhibit "B"; and,

**Be it further resolved** by the 25<sup>th</sup> Tribal Council that the Tribal Council hereby (a) waives monetary compensation for the Tribe's ownership interests in the Project Site for the term of the Lease Agreement; (b) waives periodic review and readjustment of valuation of the Tribe's ownership interests; (c) waives the obligation to submit a restoration and reclamation plan; and (d) waives the right to require a performance bond under 25 C.F.R. § 162.434, because the lease is for educational purposes and because the Tribal Council believes that such waivers are in the Tribe's best interests in order to control Project expenses; and further requests that the BIA waive the same. (Resolution No. 11,730.)

## Fishing regulations

**Whereas** the Treaty with The Tribes and Bands of Middle Oregon on June 25, 1855 reserved to the Confederated Tribes of the Warm Springs Reservation of Oregon the exclusive right to fish all waters on or bordering the Reservation; and,

**Whereas** the Fish and Wildlife Committee has reviewed and proposed to the

Tribal Council the 2013 fishing permits and regulations for non-tribal member fishing on lakes and streams on and bordering the Reservation; and,

**Whereas** the Tribal Council has reviewed the proposed 2013 Fishing Regulations and has determined that enactment of such regulations would be in the best interest of the Tribes, its members, and of the natural resources of the Warm Springs Reservation of Oregon; now, therefore,

**Be it resolved** by the 25<sup>th</sup> Tribal Council pursuant to Article V, Section 1(1) and (u), of the Constitution and By-Laws and pursuant to Warm Springs Tribal Code Section 340.220 and Section 340.225 that the 2013 Fishing Regulations Exhibit: "A", are hereby approved, adopted and enacted by the Tribal Council of The Confederated Tribes of the Warm Springs Reservation of Oregon. (Resolution No. 11,731.)

## F&W Authority

**Whereas**, through the Treaty with the Tribes of Middle Oregon on June 25, 1855 the Confederated Tribes of the Warm Springs Reservation of Oregon, reserved off reservation fishing and hunting rights at all usual and accustomed stations; and,

**Whereas** the Confederated Tribes of the Warm Springs Reservation of Oregon is a sovereign possessing the authority to manage fish and wildlife in the Columbia Basin; and,

**Whereas** the Confederated Tribes of the Warm Springs Reservation of Oregon has been a member of the Columbia Basin Fish and Wildlife Authority; and,

**Whereas** the Columbia Basin Fish and Wildlife Authority has lost many of its members and will be dissolving; and,

**Whereas** the redirection of Confederated Tribes of Warm Springs fish and wildlife coordination funds from CBFWA and CRITFC wholly to the Confederated Tribes is the proper and best use of these coordination funds; now, therefore,

**Be it resolved** by the (25<sup>th</sup>) Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon pursuant to Article V, Section I(a),(d), (1), and (u) of the Tribal Constitution and By-Laws, that the Confederated Tribes of the Warm Springs Reservation of Oregon withdraw from the Columbia Basin Fish and Wildlife Authority and authorize the Bonneville Power Administration to direct the coordination funds from project 1989-062-01 to the Confederated Tribes of Warm Springs Reservation of Oregon for direct use in Basin wide coordination. (Resolution No 11,732.)